

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

ORIGAMI OWL, LLC,) Civil Action No.: 4:14-cv-02842-RBH
)
Plaintiff,)
)
vs.) AGREED PERMANENT INJUNCTION
) <u>AND FINAL JUDGMENT</u>
SHIMON MALKA, INDIVIDUALLY)
AND A/K/A SINAI HANASH, SINAI)
HANASH INDIVIDUALLY AND A/K/A)
SHOMON MALKA and R O)
WHOLESALE SUNGLASSES, LLC,)
)
Defendants.)
)

This cause now comes before the Court by the agreement of the Plaintiff, Origami Owl, LLC, Defendant Shimon Malka ("Malka") and Defendant RO Wholesale Sunglasses, LLC ("Sunglasses"). Malka and Sunglasses are collectively referred to as the "Defendants."

THE COURT FINDS it has subject matter jurisdiction over this matter, and further finds based on the agreement of the parties, that it has personal jurisdiction over the Defendants.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that:

Defendants Malka and Sunglasses, their respective agents, employees, and any other person or entity acting in concert with either of them, is hereby permanently enjoined from, directly or indirectly, under any name or in any form:

1. Offering for sale, selling, marketing, advertising, or distributing any Origami Owl lockets, charms or other jewelry products ("Products") in any manner whatsoever.
2. Interfering with any independent distributors of Origami Owl or otherwise interfering with Origami Owl's supply chain or distribution channel for the Products.
3. Using any Origami Owl Trademarks or associated trade dress without the prior

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written permission of Origami Owl, including but not limited to use on kiosks and/or storefronts, or otherwise on the internet, or using any Origami Owl Trademarks or associated trade dress in any manner that is likely to cause confusion or mistake as to the affiliation, connection or association of Origami Owl, or as to the origin, sponsorship or approval of products that are not otherwise Origami Owl Products.

a. For purposes of this Order, Origami Owl's "Trademarks" means all current and future trademarks of Origami Owl, including but not limited to "Origami Owl", Reg. No. 4,170,416, and "LIVING LOCKETS," Reg. No. 4,307,520, as well as "YOU TELL STORIES WITH WORDS...WE TELL STORIES WITH JEWELRY," Reg. No. 4,264,185, and "EVERY LOCKET TELLS A STORY... WHAT'S YOURS?" Reg. No. 4,278,689.

4. Copying, selling, offering to sell, distributing, or creating derivative works of plaintiff's Copyrighted Works without written authorization from Origami Owl, including but not limited to the items identified in Exhibit 1 to this Order;

a. For purposes of this Order, Origami Owl's Copyrighted Works means those certain distinctive designs for the charms, lockets, dangles, plates and other jewelry items used in existing Origami products, including but not limited to its enamel owl design, Reg. No. VAu001121479 and other collections, as well as certain distinctive designs for the charms, lockets, dangles, plates and other jewelry items that may be used in Origami Owl products in the future.

5. Intentionally inducing, aiding, assisting, abetting, or encouraging any other person or entity to infringe plaintiff's Copyrighted Works;

6. Manufacturing, importing, offering to the public, providing, or otherwise

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trafficking in any Copyrighted Works;

7. Passing off goods as Origami Owl Copyrighted Works, designs, or products manufactured or sold by Origami Owl products, causing confusion and misunderstanding as to the source of goods sold or offered for sale by either Defendant; causing confusion and misunderstanding as to affiliation and connection of the goods sold or offered for sale by either Defendant Malka or Sunglasses, with those of Origami Owl; making false representations regarding the characteristics of the products sold or offered for sale by either Defendant Malka or Sunglasses; and, representing that the products sold or offered for sale by either Defendant Malka or Sunglasses are Plaintiffs' Copyrighted Works.

IT IS FURTHER ORDERED AND DECREED that Origami Owl recover from Defendants, jointly and severally, the sum of \$25,000.

IT IS FURTHER ORDERED AND DECREED that this Court retains jurisdiction to enforce the terms of this Agreed Permanent Injunction and Final Judgment.

Dated: June 15, 2015

R. Bryan Harwell
UNITED STATES DISTRICT JUDGE

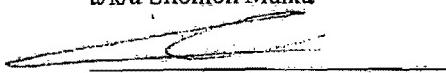
RBB#3

Agreed as to Form and Content:

ORIGAMI OWL, LLC

By: 
Its: General Counsel

SHIMON MALKA
a/k/a Shimon Malka



RO WHOLESALE SUNGLASSES, LLC

By: 
Its: Managing Member

SINAI HANASH



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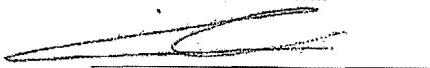
Agreed as to Form and Content.

ORIGAMI OWL, LLC

By: _____

Its: _____

SHIMON MALKA
a/k/a Shomon Malka

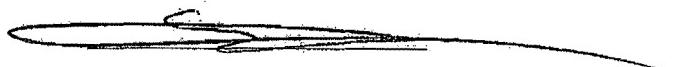


RO WHOLESALE SUNGLASSES, LLC

By: RDJ

Its: Managing member

SINAI HANASH



RDH + S